

ADOT ECS File No. JPA 98-223
DES Contract No.
Project: DES Vehicle Maintenance & Repair Services
Section: Statewide

INTERAGENCY SERVICE AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF ECONOMIC SECURITY

THIS AGREEMENT is entered into 1/22 1999, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and ARIZONA DEPARTMENT OF ECONOMIC SECURITY, acting by and through its DIRECTOR of FLEET MANAGEMENT (the "DES").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-401 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.
2. The DES is empowered by Arizona Revised Statutes Section 41-1954 to enter into this agreement and has resolved to enter this agreement and has authorized the undersigned to execute this agreement on behalf of the DES.
3. The DES has a continuing requirement for motor vehicle maintenance and repair (M&R) services. The DOT is capable of providing motor vehicle M&R services to the DES at competitive costs at various statewide locations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:
 - a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with DES. Notify DES of business and emergency M&R telephone numbers and locations.
 - b. Annually provide DES with a price list for routine M&R and preventative maintenance (PM) functions. Perform M&R and PM functions in accordance with the attached service and price list. See attachments: (October 15, 1998 ADOT-ES Fleet Maintenance Proposal, November 20, 1998 "Requested Clarifications-Correspondence of November 7, 1998, December 9, 1998 "ADES-ADOT Vehicle Maintenance Agreement, Exhibit A dated December 11, 1998 and Correspondence dated December 21, 1998, "ADES and ADOT-ES Vehicle Maintenance).
 - c. Provide DES M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

2. The DES will:

- a. Appoint DES personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.
- b. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.
- c. Reimburse the DOT within 30 days after receipt of invoices for work under this agreement. The maximum amount that we are reimbursed is \$288,000 unless this amount is modified by an amendment executed by both parties to the contract.

III. MISCELLANEOUS PROVISION

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.
2. This agreement shall become effective upon execution by the parties hereto and shall terminate on December 31, 1999. The term of this contract may be extended by mutual agreement, through a written contract amendment, executed by both parties to the contract. DES will notify ADOT of intentions for renewal by October 31, 1999.
3. This contract may be terminated in whole or in part, by mutual agreement of both parties and execution of a contract amendment.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
6. All notices upon any party to this agreement shall be in writing and shall be delivered in person or sent by return-receipt mail addressed as follows.

Arizona Department of Transportation
Equipment Administrator
2225 South 22nd Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona Department of Economic Security
Fleet Manager
1717 West Jefferson Street, Site Code 812Z-1
Phoenix, AZ 85007

IV. SERVICE DELIVERY

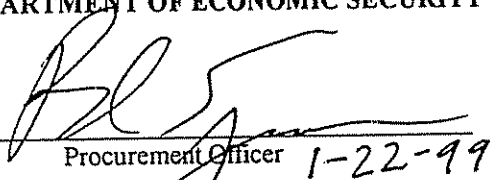
1. Services shall be performed in accordance with the following attachments: October 15, 1998 ADOT-ES Fleet Maintenance Proposal, November 20, 1998 "Requested Clarifications-Correspondence of November 7, 1998, December 9, 1998 "ADES-ADOT" Vehicle Maintenance Agreement, Exhibit A dated December 11, 1998 and Correspondence dated December 21, 1998, "ADES and ADOT-ES Vehicle Maintenance).

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF ECONOMIC SECURITY

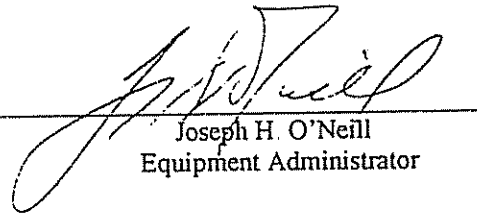
By


Procurement Officer 1-22-99

for LINDA J. BLESSING, DPA
DIRECTOR

DEPARTMENT OF TRANSPORTATION

By


Joseph H. O'Neill
Equipment Administrator